



Service Specific Terms & Conditions

Television Service

These Service Specific Terms and Conditions together with the General Terms and Conditions apply when We provide to You television services including, but not limited to, mobile television services and digital television services. You are deemed to have accepted these Service Specific Terms and Conditions and the General Terms and Conditions when You sign the Service Application Form.

1. DEFINITIONS/ SCOPE

1.1 In these Service Specific Terms and Conditions:

“**Country**” means the territory in which You applied for Service from Us.

“**CPE**” means Your customer premises equipment located at the service address and includes television sets, computers, other viewing devices, internal wiring, plugs and jacks.

“**Equipment**” means all equipment provided by Us to You for use with the Service, including (without limitation) any set top box, digital video recorder, video media server or any other device, along with any software contained in or downloaded to such Equipment as part of the Service, as well as any remote controls or other devices or components provided by Us to You for use with the Service; and Equipment also includes any router provided by Us to You for use with the Service.

“**FLOW TV**” means the television service provided by Us in the Country that allows You to receive and watch a selection of television channels and Programming at Your premises once You have subscribed to the FLOW TV service, and it includes cable TV, digital TV and Internet Protocol TV (“IPTV”) (where applicable).

“**Mobile TV**” means the service provided by Us in the Country that allows You to watch a selection of television Programming via the Mobile TV application on Your mobile device, once You have 1.2 subscribed to FLOW’s Mobile TV service.

“**network demarcation point**” means the point at the service address at which Our network ends and Your internal wiring begins.

“**NID**” means the network interface device installed at the service address showing the termination of Our network to which Your internal wiring is connected that is to say the network demarcation point; and includes any modem, set top box and/or power line adapter provided by FLOW to access the Service.

“**ONT**” means a device called an optical network terminal that converts an optical signal into an electrical signal. The ONT is installed at the service address showing the termination of Our network to which Your inside wiring is connected that is to say the network demarcation point.

“**Programming**” means content provided by Us or Our third-party licensors, providers or suppliers and provided as part of and included with the Service, including (without limitation) images, photographs, animations, video programming, information services, audio, music, and text, irrespective of the manner or format in which such content is delivered.

“**Service**” means the television service We provide to You as per the terms and conditions contained herein, including (without limitation) all Programming, Equipment, media or program guide, software, technical support, and other features, products and services provided as part of and included with Our television service. The Service includes the FLOW TV and Mobile TV services, as specified herein. The Service does not include voice telephony service or FLOW Internet services.

“**Terminating Device**” means either a NID or an ONT.

“**TV**” means television.

Reference should be made to the General Terms and Conditions for any definitions which are not specifically included in these Service Specific Terms and Conditions.



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- 1.3 Where You subscribe to a bundled services plan, this Agreement also includes the specific elements of that plan, including the plan's pricing, duration and any applicable cancellation charge (also referred to as an early termination fee). Where You have purchased Equipment from Us for use with the Service, this Agreement also includes Equipment pricing. The details of any bundled services plan and Equipment pricing is made available to You when You place and confirm Your Service order with Us. A bundled services plan means a combination of FLOW services, sold as a 'bundle', that includes FLOW TV service and at least one other FLOW service (e.g. FLOW Internet service). Equipment may be offered and priced separately from such bundled services plans.
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2. **BILLING/ PAYMENT**
- 2.1 By using the Service, You agree to have all service charges included on Your FLOW phone and/or Internet bill. Billing for the Service will begin upon acceptance by Us of Your service order. Billing will continue until the Service is terminated by You or by Us in accordance with this Agreement.
- 2.2 If You subscribe to a bundled services plan, then all of the bundled services will be billed on Your phone bill. You will begin receiving any discount associated with a bundled services plan once all the bundled services have been installed. If you cancel any component of a bundled services plan, We will revert to the existing applicable nondiscounted monthly service charges for the remaining services on your account that were previously included in that bundled services plan.
- 2.3 Certain transactional charges, such as for video-on-demand services, are billed after the applicable service or feature has been ordered or provided to You. You may also be required, based on your ordering and payment history, to provide prepayment, by such payment method as We may designate, for transactional services such as video-on-demand Services.
- 2.4 Third Party Charges. You acknowledge and agree that You may incur charges with third parties that are separate and apart from Our charges for the Service. These may include charges resulting from accessing on-line services or purchasing products and services through interactive options available through the Service. You are solely responsible for all charges payable to third parties, including all applicable taxes. In addition, You are solely responsible for protecting the security of credit card and other personal information provided to others in connection with such transactions.
3. **SERVICE AVAILABILITY AND ACCESS/COVERAGE**
- 3.1 Service availability and reception, coverage and access may be impacted by transmission limitations, terrain, weather, capacity constraints, and the type of technology used in specific locations to provide the Service. As a result, you may not have access to the Service. For the avoidance of doubt, ability to view programmes and availability of downloadable or streaming content may be subject to change.
- 3.2 We do not guarantee the provision or continuing provision of any Programming or television program lineup. Subject to applicable law, including any broadcasting regulations or license requirements, We reserve the right to change, re-arrange, add, delete or otherwise modify the Service at any time, with or without prior notice to You, including changing, rearranging or otherwise modifying Our Programming packages, the selections available in those packages, the Equipment, and any other features, products and services that We offer, including but not limited to television channels and radio stations. Delays, omissions or blackouts may also occur. We do not give any indemnity nor shall We bear any liability in that regard.
- 3.3 We are not responsible for your inability to access the Service in any circumstances, nor for loss of service due to the following: (i) customer error, abuse, disconnection, misuse, unauthorized programming; (ii) problems with equipment not provided by Us; (c) network problems experienced



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by network providers or Internet infrastructure problems not controlled by Us.

4. CONTENT

- 4.1 You understand and agree that not all Programming may be suitable for all viewers, and users of the Service may have access to Programming that may be sexually explicit, obscene, offensive, or otherwise unsuitable or objectionable, especially for children/ minors. You also acknowledge that certain content available via the Service may be unreliable or inaccurate, or offensive, indecent or objectionable. You are solely responsible for evaluating any such content viewed or accessed by You or anyone at Your premises/ the service address or on Your device. You understand and agree that it is Your responsibility to impose any viewing restrictions You determine are appropriate to limit viewing and access to potentially objectionable material, and You agree to supervise usage of the Service at Your premises/ the service address and on Your device. In particular, We strongly recommend and ask that You monitor content viewed or accessed by children/ minors. Where available, or if required by a competent regulatory authority, We will endeavour to make parental controls available with the Service. We will also use commercially reasonable efforts to ensure that Our content providers provide motion picture and program ratings in respect of all Programming.
- 4.2 Specific content provided by Our suppliers or content providers is subject to modification, cancellation or termination at any time without notice to You and You will not receive a refund in respect of any such modification or cancellation of content.
- 4.3 You are bound by the policies regarding intellectual property, privacy and other policies or terms of use stipulated by Us and Our content or service providers. It is Your responsibility to read, ensure You understand and become familiar with those policies and terms. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability or fitness for a particular purpose of any information provided or item, material, product or service purchased via the

Service is not guaranteed or warranted by Us or any content provider or other third party. We shall not be liable to You or any other person for any loss or injury arising out of or caused, in whole or in part, by Your use of any information or content, or any product or service acquired through the Service.

- 4.4 You agree that We are not responsible to You or anyone else viewing Programming or information provided on, or accessed through, the Service for any content that You or others may deem to be objectionable for any reason and You waive any claims against Us for any injury or harm relating to such content or the viewing of Programming. In addition, You agree that You are solely responsible for any purchases or other transactions made through, using, or in connection with the Service.

5. PROHIBITED AND PERMISSIBLE USES

- 5.1 Subject to the limitations stated elsewhere in this Agreement, We hereby grant You a revocable, nonexclusive, nontransferable, non-assignable, non-sublicenseable license to display the content and Programming delivered as part of the Services at the service address and/or on Your mobile device (as the case may be). You understand that the content provided with the Service is subject to certain licensing and copyright agreements, as well as other restrictions, as outlined in this Agreement.
- 5.2 We and Our licensors retain worldwide exclusive ownership of all proprietary rights, including (but not limited to) all copyright, trademark, trade secret, patent and other intellectual property rights in and to the Service. No implied licenses are granted.
- 5.3 You agree to comply with the rules of any licenses or distribution agreements entered into between Us and third parties for the provision of the Services, including (without limitation) rules with respect to restrictions and prohibitions on taping, interruption of service, use of trademarks, blackouts and displays in public areas, bars, lounges, etc.
- 5.4 You shall not use the Service other than for its intended use and as governed by these terms and conditions and applicable law, or assist anyone else to do so. The Service is for individual, private, personal, non-commercial use and enjoyment within



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the Country; and is not for resale or distribution under any circumstances. Unless otherwise specifically authorized by Us in writing, the Programming distributed via the Service shall not be viewed or otherwise displayed in areas open to the public, including, without limitation, commercial establishments. You shall not rebroadcast or transmit the Programming or charge admission for its viewing; and, where You subscribe to the FLOW TV service, the Programming shall never be transmitted to a location off of the service address. We may, at our discretion, monitor Your use of the Service, at any time, for compliance with Our terms, conditions or usage policies (or any related purposes) . You shall not take any actions to alter or avoid any security or access controls or restrictions associated with the Service or Equipment.

5.5 Without limitation, the following uses of the Service are expressly prohibited: (i) any activity that adversely affects the Service, Our television system, or the ability of other people to use or enjoy the Service; (ii) accessing, or attempting to access, without authority, the accounts of others, or penetrating, or attempting to penetrate, security measures of Our television system; (iii) splitting or redirecting television signals for viewing at locations and on devices not agreed to with Us; (iv) knowingly accessing Services that You have not paid for, or using third party equipment in order to obtain Services that You have not paid for. We reserve the right, without notice to anyone, to (i) deny, disconnect, modify and/or terminate the Service of anyone We believe is using the Service in any prohibited manner or whose usage adversely impacts Our television system, Our business or Our service levels and (ii) otherwise protect Our television system from harm, compromised capacity, degradation in performance, illegal or unauthorised activity.

5.6 You agree not to use the Service, directly or indirectly, for any unlawful purpose, including (without limitation) violation of relevant copyright laws through the use, production, taping, copying, alteration, falsification, misrepresentation, modification, reproduction, recording, rebroadcast, redistribution, storage, republishing, uploading, posting, transmission or transfer of any content or Programming distributed as part of the Service or

recorded utilizing equipment containing digital video recording devices. You also agree that Your use of the Service is Your sole responsibility and subject to all applicable laws and regulations. We, in Our sole discretion, or any Programming content or service provider, may prosecute You and other responsible parties in the event that the Service is used for any unlawful purpose. In accordance with Clause 6.7 below, You agree to indemnify Us in the event of any such violation by You or anyone using the Service at Your premises and/or on Your mobile device (as the case may be).

6. WARRANTIES AND LIABILITY

6.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." The Service may be interrupted from time to time for a variety of reasons, and We do not represent or warrant that the Service or any Equipment will be available or perform in a manner that meets Your needs. We will not be liable for any inconvenience, loss, liability or damage resulting from any preemption, loss, blackout or interruption of the Service, directly or indirectly caused by or resulting from any circumstances, including (without limitation) any circumstance beyond Our reasonable control, including, but not limited to, causes attributable to You or Your property, inability to obtain access to the service address (where You subscribe to FLOW TV), failure of a communications satellite or Our network, inability to access or interruptions in accessing Programming, loss of use of poles or other utility facilities, strike, labor dispute, riot or insurrection, war, explosion, act of terrorism, malicious mischief, fire, flood or other acts of God, failure or reduction of power, or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Service.

6.2 We are not responsible for the content of any material made available and/or accessible by use of the Service. We are also not responsible for the content, products, materials, or practices of any third-party.



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- 6.3 We are not liable in any way for any activities You perform, in particular but not limited to any acts which under the laws of any territory infringe any third party's intellectual property rights or other proprietary rights, or infringe obscenity laws or are illegal in any other way.
- 6.4 We do not undertake to provide any services other than the television service provided to You hereunder.
- 6.5 We are not responsible in any way for errors, bugs or viruses present in or arising from Your use of the Service that are not directly caused by or attributable to Us.
- 6.6 You acknowledge that by You entering into any contract or other obligation with any third party through the Service We will neither become a party to such arrangements nor assume any liability thereunder.
- 6.7 You agree to defend, indemnify and hold Us harmless from and against all liabilities, costs and expenses (including reasonable attorneys' and experts' fees) in relation to all claims related to or arising from Your use of the Service (or the use of Your Service by anyone else) or brought by any third party located in any territory alleging that any such use of the Service or any activity relating to use of the Service constitutes an unlawful act or in any way breaches these terms and conditions or this Agreement, or in any way infringes upon the copyrights or other intellectual property or proprietary rights of any person, or in any manner harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible property. You agree to provide Us with all reasonable assistance in defending such claims at Your sole expense. You further agree to pay all costs, damages, awards and professional fees of any kind incurred in relation to any claims made against Us relating to Your use of the Service.
- 6.8 All limitations and disclaimers stated in this Agreement also apply to Our third-party licensors, providers and Suppliers in respect of the Service.
7. **PLEASE NOTE:** BY USING THE SERVICE, YOU AGREE THAT WE MAY COLLECT AND TRANSMIT INFORMATION ABOUT YOUR USE OF THE SERVICE. This information may include (without limitation) the following: (i) activation, deactivation and subscription changes; (ii) date, time, duration and content viewed; (iii) viewing presentation events such as changes to screen modes and interruption due to calls, on Your Mobile TV Service; and (iv) other service impacting events like delivery failures and system initiated transactions. The information will be used for billing, maintenance, troubleshooting, and similar service related purposes. The information will also be used to report viewing habits, in an aggregated, non-personally identifiable manner, to content providers and advertisers. The information may also be shared with Our vendors and suppliers.
8. **WHERE YOU SUBSCRIBE TO FLOW TV SERVICE**
- In addition to Clauses 1 to 7 above, the provisions in this Clause 8 and in Clauses 10 and 11 below shall apply where You subscribe to the FLOW TV service.
- 8.1 **Terminating Device and Equipment**
- 8.1.1 Where necessary and/or as notified by Us, We will install the Terminating Device to signify the network demarcation point at the service address.
- 8.1.2 The Terminating Device is owned by Us and will be maintained by Us as part of Our network. We reserve the right to install the Terminating Device where We reasonably see fit.
- 8.1.3 You are only permitted to have access to the customer side of the Terminating Device to:
- (i) conduct self-testing as part of a fault resolution procedure in accordance with any instructions which may be issued by Us from time to time; and
 - (ii) allow a technician certified in accordance with the certification standards in force from time to time issued by the
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responsible Minister or other competent regulatory authority to connect the internal wiring at the service address to the Terminating Device.

8.1.4 At Your own cost, You will supply suitable facilities necessary for Our Equipment to be installed and operated, including a suitable environment, as prescribed by Us.

8.1.5 We may modify or substitute the Terminating Device from time to time.

8.1.6 You must:

(i) keep the Terminating Device safe, and use such in accordance with the manufacturer's instructions and any instructions issued by Us from time to time;

(ii) not sell, lend, dispose, disconnect, remove or damage the Terminating Device;

(iii) make the Terminating Device available for collection by Us if the Service is terminated; and

(iv) not attach or affix to any pole, line or other facilities owned by Us any electrical, mechanical equipment or object or device whatsoever, apart from the viewing device (television or computer) ordinarily used to view or access the Service.

8.1.7 Except where You have expressly purchased such equipment, ownership of all equipment provided by Us to You remains at all times Our sole property. You may not sell, lend, dispose of, sub-let or part with possession of, or damage any such equipment nor allow any lien or encumbrance to be created over said equipment.

8.1.8 Where We sell or rent You any equipment for use with the Service, this will be governed by the provisions of Our existing terms and conditions of sale and rental of equipment, insofar as they do not conflict

with the provisions of these Service Specific Terms and Conditions.

8.1.9 You acknowledge and agree that at all times ownership of the Equipment shall remain with Us and that this Agreement allows You to use Equipment only in connection with Your receipt and use of the Service. We may, at Our option, supply new or reconditioned Equipment to You. We will repair and maintain the Equipment owned by Us at Our expense, unless such repair or maintenance is made necessary due to misuse, abuse or intentional damage to the Equipment, in which case You will be financially responsible for the repair or replacement of the damaged Equipment. You also agree that the Equipment will not be serviced by anyone other than Our employees or Our designated agents or representatives. You further agree not to tamper with or otherwise harm the Equipment, and that You will not copy, modify, reverse compile or reverse engineer any Equipment, software or firmware provided by Us in connection with the Service. Upon termination of the Service or if the occupancy or ownership of the service address changes, You are responsible for returning the Equipment to Us in an undamaged condition, subject only to reasonable wear and tear. Failure to return any Equipment owned by Us, or returning Equipment in a damaged condition (subject only to reasonable wear and tear) will result in the imposition of an Equipment fee/charge (which may be substantial).

8.1.10 In the event that any equipment owned by Us (including the Equipment) is stolen, You are required to provide Us with a copy of the police report to verify that the equipment was reported stolen. The police report must be received at Our principal office within five (5) days of the alleged theft. If no report is produced, then You will be held financially responsible for the stolen equipment.



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8.2 Service Activation and Support

8.2.1 We will provide You with a set top box and associated installation accessories to enable You to connect to Your FLOW home Internet service and Your television. Connection of set top boxes and Service activation will be done by You, with assistance from Us. We will provide You a welcome and self-install kit which will include documentation to guide You in 8.3 installing and connecting Your set top box

and activating the Service on Your own. In addition, We will make available via Our website (www.FLOW.com) a series of "How to" tutorial videos which will show FLOW TV subscribers how to connect their set top boxes and also highlight features and functions of the Service.

8.2.2 The set top box provides support for standard and high-definition ("HD") television and will work with older as well as newer/ more modern TVs. However, in order to view Programming in high-definition (on a HD-capable TV), You will need to purchase (from Us or another vendor) a High Definition Multimedia Interface (HDMI) connector for video and audio in one cable.

8.2.3 If You encounter any difficulties with self-installation or have any questions, please call 1 800 804 2994 for customer support. An agent will be available to assist You 24 hours a day, 7 days a week.

8.2.4 At Our discretion, We may enable You to access and view Programming (or only select Programming in some instances) in a variety of ways: (i) by streaming Programming to your TV through Equipment supplied by Us; (b) by downloading Programming to your personal computer ("PC") through either a website or via access software; (c) by downloading Programming to an authorized and compatible wireless handset or portable

device supporting media playback; or (d) by streaming to your PC or portable/wireless device. The streaming and downloading technology employed by Us may vary among devices and software applications. You agree to follow any rules or instructions issued by Us from time to time regarding such alternative access and viewing methods.

Additional Obligations

8.3.1 In addition to all other obligations outlined in this Agreement, You are responsible for:

(i) providing the CPE which will be used to connect to the customer side of the Terminating Device in order to facilitate use of the Service at the service address;

(ii) repairing and maintenance, of the CPE;

(iii) servicing and repair of the customer access side of the Terminating Device, if any;

(iv) securing the customer access side of the Terminating Device, if any, to ensure that it is protected from tampering, fraud or unauthorized use.

(v) any unauthorized access to and use of the customer side of the Terminating Device.

8.3.2 Throughout the term of this Agreement You shall:

(i) comply with all statutory requirements in relation to the use of the Service;

(ii) use any equipment provided by Us for use with the Service in accordance with any user guide or other reasonable instructions of the manufacturers and/or suppliers of the same or any reasonable instructions issued by Us to You;



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(iii) ensure that any equipment provided by Us for use with the Service is used exclusively with the Service in the Country;

b)

i. (iv) not export or arrange or assist any other person or persons to export any equipment provided by Us for use with the Service or unlock any such equipment; and

c)

(v) not to remove, conceal or reposition any copyright notice or other notice or legal disclaimer affixed to any equipment, item or materials provided by Us.

8.4 Service Availability and Access/Coverage

8.4.1 We have the right to refuse service and to refund any payment made by You in respect of the Service, and terminate this Agreement if, in Our opinion, it is not practical to provide the Service at the service address. (Also see Clause 8.4.4 below in that regard.)

8.4.2 We have the right to immediately disconnect any set top box if it is found to be working on any service line other than that of the customer to which the box has been assigned.

8.4.3 We do not guarantee that the Service will work correctly if You use equipment to access the Service other than the Equipment provided by Us. We have no responsibility for the operation or support, maintenance or repair of any equipment, software or services that You choose to use in connection with the Service or with the Equipment provided by Us. We assume no responsibility for the operation and/or quality of the Service if equipment other than the Equipment We provide to You that is used to access the Service.

8.4.4 We do not warrant or guarantee that Service can be provisioned to Your service address, or that provisioning will occur according to a specified schedule, even if

We have accepted Your order for service. The provisioning of Service is subject to, among other factors, network availability and the condition of wiring inside the service address. In the event Your line is not provisioned for any reason, neither We nor You shall have any duties or obligations under this Agreement (other than Your obligation to return any equipment provided by Us).

8.4.5 You understand and agree that if the underlying service through which your FLOW TV service is received (either fixed line or broadband, as the case may be) is disconnected for any reason, including non-payment of service charges, then Your FLOW TV service (either cable TV, digital TV or IPTV, depending on the underlying service) will also be interrupted/disconnected. This is irrespective of the status of payments on your FLOW TV account.

8.5 Digital Video Recording (DVR)

8.5.1 You must have a DVR enabled set top box in order to sign up for the FLOW TV DVR services. The standard FLOW TV set top box is not a DVR set top box – while that set top box will allow You to set or playback recordings, recording functions can only be done using a specific DVR enabled set top box. DVR enabled set top boxes are rented to customers (by Us) when they sign up for DVR services.

8.5.2 Customers can sign up for two types of DVR services – Standalone or Whole Home. Standalone DVR service is for customers who wish to have only one set top box with DVR functionality in their household. These customers will receive one DVR enabled set top box. Whole Home DVR service is for customers who wish to have DVR functionality on multiple set top boxes in their household. These customers will be issued one DVR enabled



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set top box to record and one or more standard set top boxes (as per customer request) to set and/or playback recordings.

8.5.3 A DVR enabled set top box permits the following functionalities: pause live TV for up to thirty (30) minutes, manage recordings, schedule events or set reminders so You do not miss your favorite programs. With Whole Home DVR service customers have the added functionality to record and schedule programs on one set top box and playback on another set top box in a different room (note that both a DVR enabled set top box and a standard set top box are needed).

9. WHERE YOU SUBSCRIBE TO MOBILE TV SERVICE

In addition to Clauses 1 to 7 above, the provisions in this Clause 9 and in Clause 10 below shall apply where You subscribe to Our Mobile TV service. You should also refer to the Terms and Conditions for Mobile Services for additional terms and conditions governing Your use of FLOW's mobile services which are hereby incorporated by reference. In the event of any conflict between the two sets of terms and conditions, these Service Specific Terms and Conditions shall prevail in respect of Our provision of Mobile TV services.



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9.1 Using the Mobile TV Service

9.1.1 To use the Mobile TV service:

(i) You must be the account holder.

(ii) Your mobile device must be dvb-h compatible, or compatible with such other transmission standards or methods designated by FLOW from time to time.

(iii) You must be eighteen (18) years or older and resident in the Country;

(iv) You must download or have installed the FLOW Mobile TV application to Your mobile device; and

(v) You must subscribe to the Mobile TV service for the minimum term stipulated on the Service Application Form.

9.1.2 You can only use the Mobile TV service on one mobile device per subscription.

9.1.3 Mobile TV content is provided for non-commercial use in the Country only and You will not be able to transfer content to a second mobile device, or to any other device except as otherwise expressly permitted by Us in writing.

9.1.4 You must not block, disable or otherwise affect any advertising, advertisement banner window, links to other sites and services, or other features that constitute part of the Mobile TV Service.

9.1.5 You must not use the Mobile TV Service in any situation that may endanger You or any third party, including while driving or

engaging in any other activity that requires Your full attention.

9.2 **Mobile TV Signals.** Signals may be unavailable due to topography, weather conditions or being outside of the designated coverage areas. Mobile TV Service is not available in all areas where You receive general mobile voice or data coverage. Please visit Our retail stores or go to www.FLOW.com for Mobile TV coverage areas, and rates.

9.3 **Additional Charges.** Data and voice charges will apply to interactive capabilities, such as touch for SMS, touch to WEB and touch to Call, that display and are acted upon in the Mobile TV application.

10. ADDITIONAL TERMS FOR USE OF SOFTWARE PROVIDED WITH FLOW TV OR MOBILE TV SERVICES

You will have a user interface and use of certain applications as part of Your FLOW TV service. We may also provide You, for a fee or at no charge, plug-in video player software, or other software, for use with or in connection with the FLOW TV and/or Mobile TV service. The user interface, applications, plug-in video player software or other software provided for use with or in connection with the FLOW TV and/or Mobile TV service are collectively called the "Software", and they may be owned by Us or Our third-party licensors, providers or suppliers (collectively referred to in this Clause 10 as "Licensor"). Where We provide Software the following additional terms and conditions shall apply.

VIEWING, DOWNLOADING AND/OR USING THE SOFTWARE MEANS THAT YOU ARE ENTERING INTO A LEGALLY BINDING CONTRACT AND ACCEPT ALL OF THE TERMS OF THIS LICENSE. PERMISSION TO USE THE SOFTWARE IS EXPRESSLY CONDITIONED ON YOUR FOLLOWING THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS LICENSE, YOU ARE NOT AUTHORIZED TO USE THE SOFTWARE.



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- 10.1 **License Grant.** Subject to the terms of this Agreement, Licensor hereby grants You a limited, personal, non-sublicensable, non-transferable nonexclusive license (the "License") to use the Software, in object code form only, and only for Your personal, non-commercial use and only in accordance with any documentation that accompanies it (if any). You shall use the Software only in connection with the FLOW TV service and for no other purpose. The terms of this License cover any Software fixes, updates and upgrades as well unless accompanied by new, superseding or supplemental license terms. Depending on the content, there may also be other terms and conditions applicable to purchase, subscription and rental content provided via the Service.
- 10.2 **License Restrictions.** Except as expressly and unambiguously permitted by this Agreement, You shall not, nor permit anyone else to, directly or indirectly: (i) copy, modify or distribute the Software; (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of the Software (except where the foregoing is expressly prohibited by applicable local law, and then only to the extent so prohibited); (iii) rent, lease or use the Software for timesharing or service bureau purposes, or otherwise use the Software for the benefit of any third party; or (iv) use the Software for commercial purposes. You shall maintain and not remove or obscure any proprietary (including, copyright) notices on the Software. As between the parties, title, ownership rights and intellectual property rights in and to the Software, and any copies, portions or derivatives thereof, shall remain in Licensor and its suppliers. The Software is protected by copyright law and international copyright treaties. You acknowledge that the Software is licensed, not sold, to You. This License does not give You any rights not expressly granted herein.
- 10.3 **Support and Upgrades; Tracking.** This License does not entitle You to any support, upgrades, patches, enhancements or fixes for the Software ("Updates"). However We, as well as Our licensors, providers and suppliers, reserve the right, in Our sole discretion, to periodically update, upgrade or change the Software remotely or otherwise and to make related changes to the settings and software on Your computer or the Equipment, and such Updates shall be deemed "Software" for the purposes hereof. In addition, such Updates may be installed without further notice to You, and You hereby agree to permit such changes and access to Your computer, other viewing device and the Equipment and hereby consent to receive (and have automatically installed) such Updates. You also acknowledge that the Software contains features that allow Licensor to remotely and automatically identify, track and analyze certain aspects of the use and performance of Software, content viewed through the Software and/or the systems on which the Software is installed (and You consent to the foregoing).
- 10.4 **Fees.** Where the Software is provided without charge, You acknowledge that Licensor may, in the future, charge fees in connection with future Software offerings and/or related services.
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